



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

August 14, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DIRECT SALE OF COUNTY SURPLUS REAL PROPERTY CALABASAS, UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES (THIRD DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County-owned real property, legally described in the Quitclaim Deed and depicted in the map, is no longer necessary for County or other public purposes.
2. Approve the sale of the County's right, title, and interest in the property adjoining 29751 Mulholland Highway, in the unincorporated Calabasas area of the County, to adjoining landowners Robert Young and Judy Young for \$28,500 and instruct the Chairman to execute the Quitclaim Deed and Sale and Purchase Agreement.
3. Instruct the Auditor-Controller to deposit the proceeds into the Asset Development Implementation Fund (ADIF).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the direct sale of, and convey title to, unimproved surplus County-owned real property in the Calabasas area as legally described in Attachment 1.

This parcel is part of 164 scattered acres that the County owns in the Topanga/Calabasas area. Of this acreage, about 110 acres are proposed to be sold to the Mountains Recreation and Conservation Authority (MRCA) in accordance with the Public Resources Code (PRC) and the remaining acreage, including the parcel that is the subject of this proposed Board action, will be sold to private parties on a direct basis in accordance with State law.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

This individual lot proposed to be sold totals 10,800 square feet, was acquired by the County in the 1950's as a result of property tax defaults, and has never been contemplated for use or development by the County. In this instance, the prospective buyers own the adjoining property which is used for residential purposes and will be acquiring the County's parcel subject to a restriction precluding development of habitable structures on the parcel being acquired, along with a requirement that the parcel be merged and held as one lot with the adjoining property.

The sale of this property will eliminate any further County exposure to liability, eliminate ongoing maintenance costs, return the property to the tax rolls, and provide the County funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) by facilitating the sale of surplus real property that is responsive to the surrounding community while generating capital funds which could be used in capital projects and/or other investments in public infrastructure.

FISCAL IMPACT/FINANCING

Based upon sales of similar properties in the Topanga area, the Chief Executive Office (CEO) staff has determined that the sale amount for this property represents the fair market value for this unimproved property and that the value is appropriately discounted to reflect the limitations on development that will be imposed by the County upon its transfer.

The sales proceeds, totaling \$28,500, will be deposited into the County's ADIF.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of this property directly to a private party is authorized by Section 25526.7 of the California Government Code, which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000.

In accordance with your Board's policy, the deed reserves the mineral rights for the property to the County and deed restrictions will be placed upon the property prohibiting, among other things, the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future. Additionally, as a condition of the sale, the homeowners must agree to merge and hold their existing lots with the County lot being acquired and that no portion of the combined properties will be sold, conveyed, assigned, granted, or bequeathed separately.

The Santa Monica Mountains Conservancy (Conservancy) was notified of the County's proposed sale of these properties in accordance with the PRC Section 33207 and provided the option to purchase the property. Though the Conservancy indicated interest in purchasing a portion of the 164-acre holding with respect to these particular properties, the Conservancy chose not to exercise its right of first refusal.

As required by Government Code Section 65402, the proposed sale was submitted to the Department of Regional Planning which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the property.

County Counsel has reviewed the Quitclaim Deed (Attachment 2) and the Sale and Purchase Agreement (Attachment 3) related to the conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus property is typically exempt from the California Environmental Quality Act (CEQA). However, because the property is located in an area of critical environmental sensitivity as identified in CEQA Section 15206(b)(4) and unless certain conditions exist, which are not applicable here, the Class 12 exemption is not applicable, and an environmental finding must be made.

On February 13, 2007, your Board considered the initial study of environmental factors prepared by the CEO for all surplus property sales in this general area. At that time, a recommendation was adopted and a finding was made that the project, of which the subject sale is part of, will not have a significant effect on the environment. The Negative Declaration prepared for the project reflected the independent judgment of the County and that the project would not have any adverse effect on wildlife resources. In accordance with those findings, the CEO completed and filed a Certificate of Fee Exemption for the project. No further environmental findings are required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

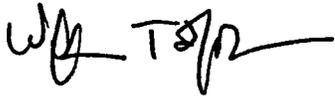
The sale of this property is in the best interest of the County, in that the resulting funds from the sale can be used to finance improvements identified as part of the assessment of infrastructure needs of the County's improved real property.

The Honorable Board of Supervisors
August 14, 2007
Page 4

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for the property sold, and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF' followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL
JSE:RH:dd

Attachments (3)

c: County Counsel
Auditor-Controller

Triunfo.Drive.BL

ATTACHMENT 1
LEGAL DESCRIPTION AND MAP

Legal Description Sale to Young

APN: 2063-023-901

That portion of Lot 37 of Tract No. 6315 as shown on map filed in Book 116, pages 56 and 57, of maps in the Office of the Registrar-Recorder of the County of Los Angeles, which lies northerly of the following described line:

Beginning at a point in the westerly line of said Lot distant thereon $1^{\circ}27'00''$ East thereon 188.15 from the southwesterly corner of said lot; Then South $88^{\circ}33'00''$ East 74.53 feet to the easterly boundary of said lot.

Reserving And Excepting a Variable Width Easement to the Los Angeles County Flood Control District for Covered Storm Drain And Appurtenant Structures and for Ingress and Egress, as Shown On Tract No. 34833.

Reserving And Excepting To The County Of Los Angeles For Road And Highway Purposes, But Without The Obligation Of The County To Build Or Maintain Any Road Built Thereon, together with the right to set same aside for public use, in and across that portion of the above described parcel of land within a strip of land 7 feet wide, the northwesterly, northerly, northeasterly, and easterly boundaries of which are the southeasterly, southerly, southwesterly, and westerly boundaries of Triunfo Drive as shown on map in Exhibit C to Quitclaim Deed.

ATTACHMENT 2
QUITCLAIM DEED

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Robert and Judy Young
29751 Mulholland Highway
Agoura Hills, CA 91301

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•
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•
•

Space above this line for Recorder's use _____

TAX PARCEL: 2063-023-901

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, ___ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
_____ Signature of Declarant or Agent determining tax.	
_____ COUNTY OF LOS ANGELES Firm Name	

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Twenty Eight Thousand Five Hundred and NO/100 Dollars, (\$28,500.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Robert Young and Judy Young

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Calabasas area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, and depicted in Exhibit B, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The restrictions and covenants outlined in Exhibit C attached hereto and incorporated herein by this reference.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephen Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 2063-023-901

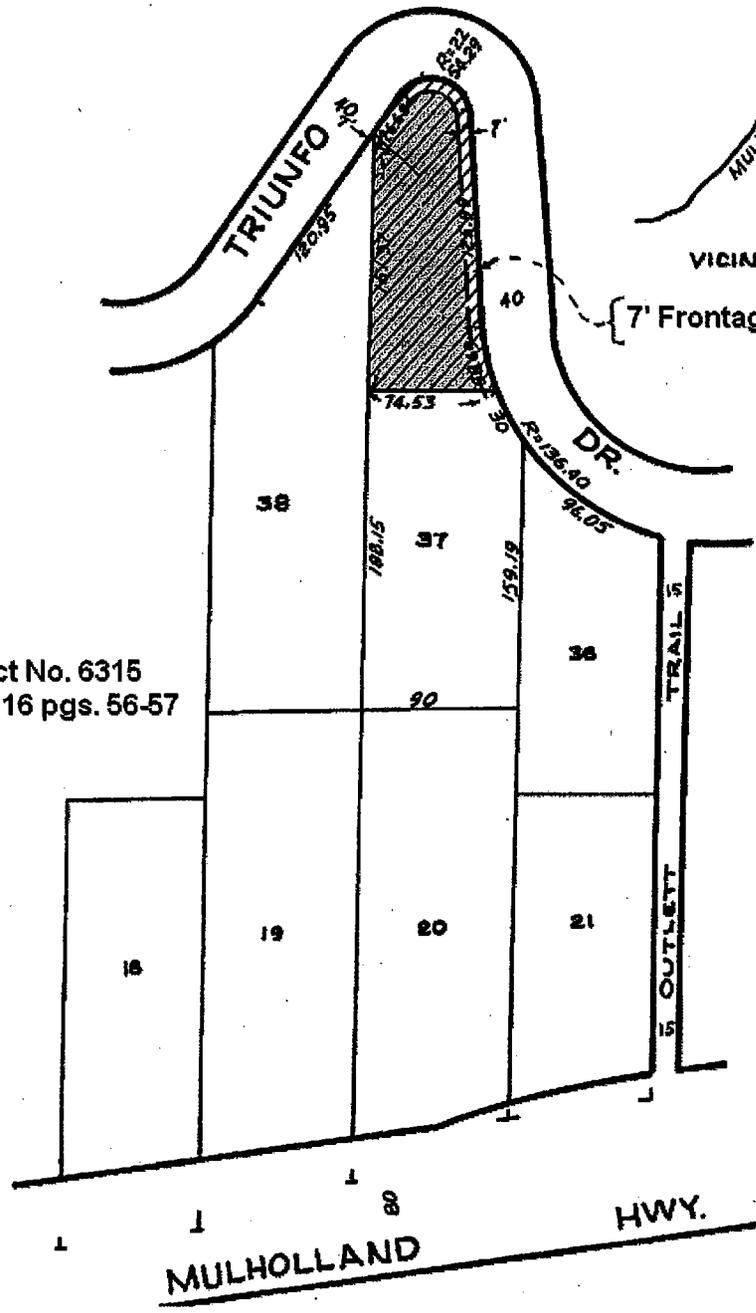
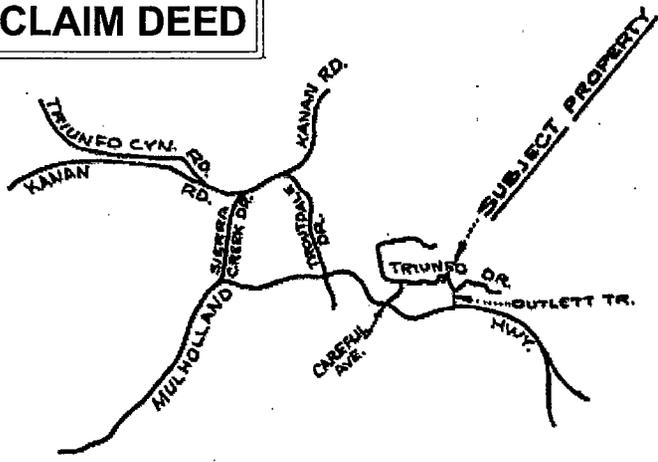
That portion of Lot 37 of Tract No. 6315 as shown on map filed in Book 116, pages 56 and 57, of maps in the Office of the Registrar-Recorder of the County of Los Angeles, which lies northerly of the following described line:

Beginning at a point in the westerly line of said Lot distant thereon $1^{\circ}27'00''$ East thereon 188.15 from the southwesterly corner of said lot; Then South $88^{\circ}33'00''$ East 74.53 feet to the easterly boundary of said lot.

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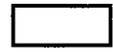
Reserving And Excepting To The County Of Los Angeles For Road And Highway Purposes, But Without The Obligation Of The County To Build Or Maintain Any Road Built Thereon, together with the right to set same aside for public use, in and across that portion of the above described parcel of land within a strip of land 7 feet wide, the northwesterly, northerly, northeasterly, and easterly boundaries of which are the southeasterly, southerly, southwesterly, and westerly boundaries of Triunfo Drive.

**EXHIBIT B
TO QUITCLAIM DEED**



Tract No. 6315
M.B. 116 pgs. 56-57

 Subject Property
APN: 2063-023-901

 Storm Drain Easement
to LA County Flood
Control District



Date July 2007	<p align="center">COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE Triunfo Drive - Calabasas Unincorporated Area Sale of Surplus County Property</p>	Triunfo Drive Sale of Suplus
Third Supervisorial District		Agent R. Hernandez

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such 30 day period, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

ATTACHMENT 3
SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Robert Young and Judy Young ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property adjoining 29751 Mulholland Highway, in the Calabasas area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Eight Thousand Five Hundred and NO/100 Dollars (\$28,500.00), payable by Buyer to Seller as follows:

A. Two Thousand Eight Hundred Fifty and NO/100 Dollars (\$2,850.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Twenty Five Thousand Six Hundred Fifty and NO/100 Dollars (\$25,650.00) to be paid in full on August 16, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi. The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;
- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter

diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

- a. Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - b. Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) August 17, 2007, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C.vi. above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Robert and Judy Young, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.

C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Robert and Judy Young
29751 Mulholland Hwy.
Agoura Hills, CA 91301

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS

OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials DDJ

Buyer's Initials JW

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

Robert and Judy Young

By: *Robert Young*
Robert Young

By: *Judy Young*
Judy Young

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER



COUNTY OF LOS ANGELES

By: *Ben Yaroslansky*
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By: *Stephanie Brody*
Stephanie Brody, Senior Associate

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 AUG 14 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76321

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 2063-023-901

That portion of Lot 37 of Tract No. 6315 as shown on map filed in Book 116, pages 56 and 57, of maps in the Office of the Registrar-Recorder of the County of Los Angeles, which lies northerly of the following described line:

Beginning at a point in the westerly line of said Lot distant thereon $1^{\circ}27'00''$ East thereon 188.15 from the southwesterly corner of said lot; Then South $88^{\circ}33'00''$ East 74.53 feet to the easterly boundary of said lot.

Reserving And Excepting a Variable Width Easement to the Los Angeles County Flood Control District for Covered Storm Drain And Appurtenant Structures and for Ingress and Egress, as Shown On Tract No. 34833.

Reserving And Excepting To The County Of Los Angeles For Road And Highway Purposes, But Without The Obligation Of The County To Build Or Maintain Any Road Built Thereon, together with the right to set same aside for public use, in and across that portion of the above described parcel of land within a strip of land 7 feet wide, the northwesterly, northerly, northeasterly, and easterly boundaries of which are the southeasterly, southerly, southwesterly, and westerly boundaries of Triunfo Drive as shown on map in Exhibit C to Quitclaim Deed.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 2063-023-013

Lots 21 and 36 of Tract No. 6315, in the County of Los Angeles, State of California, as per map recorded in Book 116, pages 56 and 57 of Maps in the Office of the County Recorder of said County and that Portion of Lot 37 of said Tract, described as follows:

Beginning at the Southwest Corner of said Lot 37; thence North 1°27'00" East along the West line of said Lot 37, 188.15 Feet; thence South 88°33'00" East 74.53 Feet to the Westerly Line of Triunfo Drive. 30 Feet to its Intersection with the East Line of said Lot 37; Thence South 1°27'00" West along the East Line of Said Lot 37, 159.19 Feet to the Southeast Corner thereof; thence West along the south Line of said Lot, to the Point of Beginning.

Except from Said Lot 21, that Portion Thereof Lying within the Lines of Mulholland Highway 60 Feet wide, as the same existed on February 26, 1974.

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
 222 South Hill Street, 3rd Floor .
 Los Angeles, CA 90012 .
 Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

That portion of Lot 37 of Tract No. 6315 as shown on map filed in Book 116, pages 56 and 57, of maps in the Office of the Registrar-Recorder of the County of Los Angeles, which lies northerly of the following described line:

Beginning at a point in the westerly line of said Lot distant thereon 1°27'00" East thereon 188.15 from the southwesterly corner of said lot; Then South 88°33'00" East 74.53 feet to the easterly boundary of said lot.

Parcel B

Lots 21 and 36 of Tract No. 6315, in the County of Los Angeles, State of California, as per map recorded in Book 116, pages 56 and 57 of Maps in the Office of the County Recorder of said County and that Portion of Lot 37 of said Tract, described as follows:

Beginning at the Southwest Corner of said Lot 37; thence North 1°27'00" East along the West line of said Lot 37, 188.15 Feet; thence South 88°33'00" East 74.53 Feet to the Westerly Line of Triunfo Drive. 30 Feet to its Intersection with the East Line of said Lot 37; Thence South 1°27'00" West along the East Line of Said Lot 37, 159.19 Feet to the Southeast Corner thereof; thence West along the south Line of said Lot, to the Point of Beginning.

Except from Said Lot 21, that Portion Thereof Lying within the Lines of Mulholland Highway 60 Feet wide, as the same existed on February 26, 1974, referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

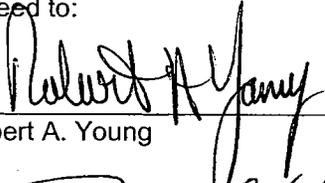
This property is located at and is known by the following address and Assessor Parcel Numbers (APN): APN: 2063-023-901 and 2063-023-013 located at 29751 Mulholland Hwy. Agoura Hills, CA 91301.

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Handwritten signature of Robert A. Young in black ink, written over a horizontal line.

Robert A. Young

Handwritten signature of Judy A. Young in black ink, written over a horizontal line.

Judy A. Young